

**GREENSVILLE COUNTY WATER AND SEWER AUTHORITY**

**A G E N D A**

**LIVE STREAM DUE TO COVID-19**

**<https://www.youtube.com/channel/UCckhluQu1NDf3FgwoWkpTLQ>**

**or**

**<https://tinyurl.com/gcvaboard>**

**MONDAY, APRIL 20, 2020**

**REGULAR SESSION AT THE CONCLUSION OF THE BOARD OF SUPERVISORS MEETING**

- I. CALL TO ORDER
- II. APPROVAL OF AGENDA
- III. APPROVAL OF CONSENT AGENDA
  - A. Approval of Minutes – See Attachment – A.
  - B. Budgetary Matters – See Attachment – B.
  - C. Warrants – See Attachment – C.
- IV. PUBLIC HEARING – None
- V. ITEMS WITH APPOINTMENTS – None
- VI. OLD BUSINESS – None
- VII. NEW BUSINESS
  - A. MAMaC Wastewater Construction Project – Purchase Agreement Resolution #WS-20-40 – Wetland Mitigation Credits – See Attachment – D.
- VIII. ADJOURNMENT

At the Regular Meeting of the Greenville County Water and Sewer Authority, Monday, April 6, 2020, with Regular Session beginning at the conclusion of the Board of Supervisors meeting, via Live Stream due to the COVID-19 Pandemic, in the Board Room of the Greenville County Government Center, 1781 Greenville County Circle, Emporia, Virginia

Present: William B. Cain, Chairman  
James R. Brown, Vice-Chairman  
Tony M. Conwell  
Belinda D. Astrop

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Chairman Cain called the meeting to order.

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In Re: Approval of Agenda

Mrs. Brenda Parson, Director, stated that Staff recommended approval of the Agenda with no added items.

Mr. Conwell moved, seconded by Mr. Brown, to approve the Agenda, as submitted. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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In Re: Approval of the Consent Agenda

Mrs. Parson stated that Staff recommended approval of the Consent Agenda containing the following items:

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In Re: Approval of Minutes for the meeting of March 16, 2020.

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Warrants:

Approval of Total Accounts Payable for April 6, 2020, in the amount of, \$863,329.71

Approval of General Accounts Payable, in the amount of, \$637,525.15

Approval of Special Projects, in the amount of, \$225,804.56

Approval of Payroll for March 31, 2020, in the amount of, \$127,183.95

Mr. Conwell moved, seconded by Mr. Brown, to approve the Consent Agenda. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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In Re: Resolution #WS-20-35 – Waiver of Fees

Mr. Glen Gibson, Assistant Director, addressed the Authority stating that the following resolution was in response to the COVID-19 Pandemic. He stated that if approved it was in compliance with the Governor's recommendation and the State Corporation Commission directions to suspend disconnection of service for non-payment for 60 days. He then stated if adopted, GCWSA would suspend late fees and penalties for 60 days and also suspend service disconnect for a 60 day period.

**RESOLUTION #WS-20-35  
COVID-19**

**WHEREAS**, Governor Ralph Northam announced March 17, 2020 additional steps to help Virginians impacted by novel coronavirus, or COVID-19, stop the spread of the virus in the Commonwealth, and protect public health; and

**WHEREAS**, the State Corporation Commission (SCC) issued an order CASE No. PUR-2020-00048 directing utilities it regulates, such as electric, natural gas, and water companies in Virginia, to suspend service disconnections for 60 days to provide immediate relief for any customer, residential and business, who may be financially impacted by the COVID-19 outbreak.

**NOW THEREFORE, BE IT RESOLVED**, that the GCWSA does hereby approve the following COVID-19 Plan;

GCWSA will:

Suspend late fees and/or penalties for 60 days

Suspend service disconnections for non-payment for 60 days

Mr. Conwell moved, seconded by Mr. Brown, to approve Resolution #WS-20-35, as presented. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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In Re: Resolution #WS-20-36 – Grass Cutting Bids

Mr. Gary Mitchell, Utility Maintenance Manager, addressed the Authority stating that grass cutting services were bid out every three years. He stated that this year, B&L Lawn Service, LLC was the low bidder, in the amount of \$3,529.00 by adoption of the following resolution.

**RESOLUTION #WS-20-36**  
**AWARD OF CONTRACT FOR GRASS CUTTING SERVICES**

**WHEREAS**, the Board of Directors ("Board") of Greenville County Water and Sewer Authority ("GCWSA") issued a Request for Sealed Bids for Grass Cutting Services at GCWSA's treatment, distribution and collection facilities; and

**WHEREAS**, all bids received were opened on Tuesday, March 24, 2020; and

**WHEREAS**, B&L Lawn Service, LLC was the low bidder, and has been determined by the Board to be responsive and responsible.

It is, accordingly, hereby **RESOLVED** by the Board, as follows:

1. The Board hereby accepts the low bid of B&L Lawn Service, LLC, contingent on the successful negotiation and signing of a contract approved by the GCWSA Attorney.
2. The Board hereby awards a contract to B&L Lawn Service, LLC, for the provision of grass cutting services at GCWSA's treatment, distribution and collection facilities for a term commencing upon execution of a contract, and thereafter extending through October 31, 2022, as set forth in the Request for Sealed Bids.
3. Adoption of this resolution constitutes publication of the Board's notice of award of said contract to B&L Lawn Service, LLC.
4. The Board authorizes the preparation of a notice of its award of said contract, and further directs that such notice be emailed and sent via First Class U. S. Mail to all unsuccessful contractors which submitted bids in response to GCWSA's Request for Sealed Bids.
5. The Board authorizes the GCWSA Attorney to draft a contract between GCWSA and B&L Lawn Service, LLC, and further authorizes the Chair or Vice-Chair of the Board, or GCWSA Director, any of whom may act alone, to execute said contract, conditioned on approval thereof by the GCWSA Assistant Director and the GCWSA Attorney.

Mr. Conwell moved, seconded by Mr. Brown, to approve Resolution #WS-20-36. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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In Re: Approval of FY20-21 Health Insurance Rates

Mrs. Parson stated that the Authority's rates were the same as the County's and Staff was recommending approval.

Mr. Conwell moved, seconded by Mr. Brown, to approve the FY20-21 Health Insurance Rates. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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Re: Adjournment

There being no further business to discuss, Mr. Conwell moved, seconded by Mr. Brown, to adjourn. A roll call vote was taken as follows: Mrs. Astrop, aye; Mr. Brown, aye; Mr. Conwell, aye and Chairman Cain, aye.

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William B. Cain, Chairman  
Greenville County Water and Sewer Authority

**RESOLUTION #**<sub>WS-20-39</sub>**FY 2020 BUDGET AMENDMENT**

**BE IT RESOLVED** by the Greenville County Water & Sewer Authority that the following amendment be and hereby is made for the period of October 1, 2019 through September 30, 2020.

**FUND # 002**

## REVENUE

3-002-13000	CAPITAL REVENUE - SEWER	
0119	Greens.Co. Reimb: MAMaC Off-Site WW System	\$313,940.00

## EXPENDITURE

4-002-61104	MAMaC OFF-SITE WASTEWATER SYSTEM	
9202	Contingnecy	\$14,950.00
9301	Construction	<u>\$298,990.00</u>
	TOTAL	\$313,940.00

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William B. Cain, Chairman  
Greenville County Water & Sewer

ATTEST:

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Denise Banks, Clerk  
Greenville County Water & Sewer Authority

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 010000 \*\*ADMINISTRATION-WATER\*\*

4/15/2020 FROM DATE- 4/20/2020  
AP375 TO DATE- 4/20/2020  
FUND # - 601 \*\*\*OPERATING EXPENDITURES\*\*\*

***** VENDOR NAME	***** CHARGE TO	***** DESCRIPTION	***** INVOICE#	***** DATE	***** \$ \$ PAY \$ \$
***** DEPT # - 010000 **ADMINISTRATION-WATER**					
SLAYTON & CLARY			13734	3/27/2020	133.00
					133.00 *
RECHMARK COMMUNITY BANK			EASVTIME/595909	3/12/2020	2.00
					2.00 *
TELEPAGE			1720	4/01/2020	100.96
VERIZON WIRELESS			9851730907	4/02/2020	16.00
					116.96 *
SHANE CORPORATION			124725	3/26/2020	698.58
					698.58 *
SADLER BROTHERS OIL			4042308	3/31/2020	8.77
					8.77 *
RECHMARK COMMUNITY BANK			COVENANT/15256	3/17/2020	690.40
					690.40 *
TOTAL					1,649.71

DEPT # - 020000 \*\*UTILITY MAINTENANCE-WATER\*\*

***** DEPT # - 020000 **UTILITY MAINTENANCE-WATER**					
***** DEPT # - 020000 **UTILITY MAINTENANCE-WATER**					
VIRGINIA UTILITY PROTECTION			03200242	3/31/2020	33.18
					33.18 *
NECKLEBURG ELECTRIC COUPE			288020110/4-20	4/06/2020	29.38
NECKLEBURG ELECTRIC COUPE			3892000800/4-20	4/09/2020	29.66
NECKLEBURG ELECTRIC COUPE			4383300901/4-20	4/09/2020	126.66
NECKLEBURG ELECTRIC COUPE			900000527/3-20	3/31/2020	30.63
NECKLEBURG ELECTRIC COUPE			9000005356/3-20	3/31/2020	552.98
DORNING ENERGY VIRGINIA			3031885001/4-20	4/01/2020	9.42
					778.73 *
VERIZON WIRELESS			9851730907	4/02/2020	84.14
VERIZON WIRELESS			9851146663	3/23/2020	478.73
					562.87 *
CINTAS CORPORATION #143			4046430341	3/26/2020	16.80
CINTAS CORPORATION #143			4047069374	4/02/2020	16.80
					33.60 *
SCOTT SWENSON			WILEAGE/4-2020	4/14/2020	29.96
CHARLES M. SABB			WILEAGE/4-2020	4/14/2020	14.37
TRAVIS M. JACKSON			WILEAGE/4-2020	4/14/2020	59.22
					103.49 *
HAWKINS SUPPLY, INC.			89107	3/31/2020	36.40
JARRATT HARDWARE			2003-037490	3/04/2020	198.95
JARRATT HARDWARE			2003-037757	3/06/2020	22.59
JARRATT HARDWARE			2003-038095	3/10/2020	10.99
JARRATT HARDWARE			2003-038099	3/10/2020	2.98
JARRATT HARDWARE			2003-038437	3/13/2020	1.40
JARRATT HARDWARE			2003-039113	3/19/2020	26.34

VENDOR NAME	CHANGE TO	DESCRIPTION	INVOICE#	INVOICE	
				DATE	\$\$ PAY \$\$
JARRATT HARDWARE		REPAIR & MAINTENANCE SUPPLIES	2003-039482	3/25/2020	23.98
JARRATT HARDWARE		REPAIR & MAINTENANCE SUPPLIES	2003-039749	3/25/2020	22.06
D'NEILLY AUTO PARTS		REPAIR & MAINTENANCE SUPPLIES	2269-254953	3/10/2020	15.58
CORE & MAIN LP		REPAIR & MAINTENANCE SUPPLIES	M156589	4/03/2020	541.38
CORE & MAIN LP		REPAIR & MAINTENANCE SUPPLIES	M156593	4/06/2020	94.00
CORE & MAIN LP		REPAIR & MAINTENANCE SUPPLIES	M156594	4/06/2020	493.44
CORE & MAIN LP		REPAIR & MAINTENANCE SUPPLIES	M157409	4/03/2020	131.52
WRIGHT AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	117368	3/03/2020	289.94
WRIGHT AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	117371	3/03/2020	14.28
WRIGHT AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	119399	3/19/2020	24.24
WRIGHT AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	119955	3/24/2020	45.14
WRIGHT AUTO SUPPLY		REPAIR & MAINTENANCE SUPPLIES	120843	3/31/2020	204.06
					2,201.27 *
SADLER BROTHERS OIL		VEHICLE SUPPLIES	4042308	3/31/2020	51.97
SADLER BROTHERS OIL		VEHICLE SUPPLIES	4042311	3/31/2020	238.00
D'NEILLY AUTO PARTS		VEHICLE SUPPLIES	2269-252635	3/02/2020	8.40
D'NEILLY AUTO PARTS		VEHICLE SUPPLIES	2269-252690	3/02/2020	4.22
					302.59 *
FARM & LAWN SERVICE		POWER EQUIPMENT SUPPLIES	01-12727	3/03/2020	10.39
					10.39 *
				TOTAL	4,026.12

DEPT # - 021000 \*\*WATER PURCHASE\*\*

CITY OF EMPORIA		**WATER PURCHASE**			
		WATER PURCHASE FOR DEP:EMPORIA	85985/3-2020	3/31/2020	4,525.92
					4,525.92 *
				TOTAL	4,525.92

DEPT # - 022000 \*\*WATER TREATMENT - JARRATT\*\*

FIDELITY POWER SYSTEMS		**WATER TREATMENT - JARRATT**			
		MAINTENANCE CONTRACTS	FPSR00035079	4/02/2020	1,320.00
					1,320.00 *
DOMINION ENERGY VIRGINIA		ELECTRICAL SERVICES	3920872508/3-20	3/31/2020	9,477.98
DOMINION ENERGY VIRGINIA		ELECTRICAL SERVICES	5684134157/3-20	3/31/2020	53.08
DOMINION ENERGY VIRGINIA		ELECTRICAL SERVICES	7878512891/3-20	3/31/2020	4,326.89
DOMINION ENERGY VIRGINIA		ELECTRICAL SERVICES	8910975815/3-20	3/31/2020	13,891.35
					21,749.30 *
GRANTIE TELECOMMUNICATION		TELECOMMUNICATIONS	482124598	4/01/2020	152.75
VERIZON WIRELESS		TELECOMMUNICATIONS	9851730907	4/02/2020	48.13
VERIZON WIRELESS		TELECOMMUNICATIONS	9851146663	3/23/2020	128.47
					321.35 *
ARC3 GASES		LAB SUPPLIES	06997886	3/26/2020	23.00
					23.00 *
JARRATT HARDWARE		HOUSEKEEPING SUPPLIES	2003-037279	3/02/2020	16.48
JARRATT HARDWARE		HOUSEKEEPING SUPPLIES	2003-038368	3/12/2020	6.75



ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 022000 \*\*WATER TREATMENT - JARRATT\*\*

4/15/2020 FROM DATE- 4/20/2020  
AP375 TO DATE- 4/20/2020  
FUND # - 001 \*\*\*OPERATING EXPENDITURES\*\*\*

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
JARRATT HARDWARE	HOUSEKEEPING SUPPLIES	2003-038658	3/16/2020	18.78	
JARRATT HARDWARE	HOUSEKEEPING SUPPLIES	2003-039728	3/25/2020	22.26	
				64.27 *	
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES	2003-039685	3/25/2020	6.99	
LUPTON ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES	14438	4/07/2020	219.00	
				216.99 *	
JARRATT HARDWARE	VEHICLE SUPPLIES	2003-039929	3/27/2020	40.98	
SABLER BROTHERS BIL	VEHICLE SUPPLIES	4042310	3/31/2020	86.84	
				127.82 *	
CONTROL EQUIPMENT CO, INC	CHEMICALS	1W0-03327	3/25/2020	721.92	
UNITAR USA INC	CHEMICALS	RI769836	4/01/2020	3,478.52	
				4,208.44 *	
JARRATT HARDWARE	SAFETY EQUIPMENT SUPPLIES	2003-038114	3/10/2020	11.99	
				11.99 *	
			TOTAL	28,035.16	

DEPT # - 023000 \*\*SKIPPER'S WELL SYSTEM\*\*

DORNING ENERGY VIRGINIA	ELECTRICAL SERVICES	4490210053/4-20	4/01/2020	261.51
				261.51 *
GRANITE TELECOMMUNICATION	TELECOMMUNICATIONS	482124598	4/01/2020	51.09
				51.09 *
			TOTAL	312.60

DEPT # - 024000 \*\*JACKSON FIELD HOME WATER SYSTEM\*\*

DORNING ENERGY VIRGINIA	ELECTRICAL SERVICES	39408E0005/3-20	3/26/2020	146.56
				146.56 *
GRANITE TELECOMMUNICATION	TELECOMMUNICATIONS	482124598	4/01/2020	57.39
				57.39 *
			TOTAL	203.95

DEPT # - 061100 \*\*CAPITAL PROJECTS - WATER\*\*

WESTECH	**CAPITAL PROJECTS - WATER**	76452	3/31/2020	7,080.00
	JWTP-REFURBISH 1ST FILTER			7,080.00 *
WESTECH	JWTP-REFURBISH 2ND FILTER	76452	3/31/2020	7,778.00
				7,778.00 *
			TOTAL	14,858.00
			FUND TOTAL	53,611.46

VENDOR NAME		CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
**ADMINISTRATION-SERVICES**						
SLAYTON & CLARY		PRUF. SERVICES:LEGAL		13734	3/27/2020	171.00
						171.00 *
BENCHMARK COMMUNITY BANK		PRUF. SERVICES:TIME CLOCK		EASYTIME/595909	3/12/2020	3.00
						3.00 *
TELFAGE		TELECOMMUNICATIONS		1720	4/01/2020	151.44
VERIZON WIRELESS		TELECOMMUNICATIONS		9851730907	4/02/2020	24.01
						175.45 *
SHARE CORPORATION		COVID-19 EXPENSES		124725	3/26/2020	1,047.87
						1,047.87 *
SADLER BROTHERS OIL		VEHICLE SUPPLIES		4042308	3/31/2020	13.17
						13.17 *
BENCHMARK COMMUNITY BANK		C.D.:PAYMENT DROP BOX		CEVERANT/15256	3/17/2020	1,035.60
						1,035.60 *
						2,446.09
					TOTAL	

DEPT # - 010100 **ADMINISTRATION-SERVICES**						
DEPT # - 020100 **UTILITY MAINTENANCE-SERVICES**						
**UTILITY MAINTENANCE-SERVICES**						
VIRGINIA UTILITY PROTECTED	CONTRACTUAL SVCS:MISS UTILITY			03200242	3/31/2020	49.77
						49.77 *
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			2881600600/4-20	4/06/2020	117.97
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			2883100100/4-20	4/06/2020	94.77
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			2884102100/4-20	4/06/2020	96.25
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			2884200700/4-20	4/06/2020	90.22
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			3893900900/4-20	4/09/2020	34.53
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			3884700400/4-20	4/09/2020	156.16
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			3887400400/4-20	4/09/2020	32.56
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			3886603800/4-20	4/07/2020	71.12
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			4383301101/4-20	4/09/2020	145.76
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			4394600400/4-20	4/06/2020	414.40
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			4398400500/4-20	4/09/2020	824.58
NECKLEBURG ELECTRIC COUPE	ELECTRICAL SERVICES			9000012015/4-20	4/09/2020	62.54
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			1250870001/3-20	3/31/2020	110.54
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			1447433723-20	3/27/2020	10.99
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			1872052103/3-20	3/31/2020	511.04
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			2250875073-20	3/27/2020	15.07
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			3880912500/3-20	3/31/2020	85.67
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			4200342501/4-20	4/01/2020	12.15
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			4917433379/3-20	3/31/2020	21.29
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			5481667508/4-20	4/01/2020	28.29
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			5611825000/4-20	4/01/2020	45.82
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			5913121210/3-20	3/31/2020	521.68
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			696086002/3-20	3/31/2020	13.71
DOMINION ENERGY VIRGINIA	ELECTRICAL SERVICES			7061950312/3-20	3/31/2020	937.64
						4,455.83 *

ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 020100 \*\*UTILITY MAINTENANCE-SEWER\*\*

4/15/2020 FROM DATE- 4/20/2020  
AP375 TO DATE- 4/20/2020  
FUND # - 602

INVOICE	INVOICE#	DESCRIPTION	CHANGE TO	DATE	SS	PAY	SS
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VERIZON	634-6731/4-20	TELECOMMUNICATIONS		4/03/2020	24.95		
VERIZON	634-9607/3-20	TELECOMMUNICATIONS		3/31/2020	24.95		
GRANITE TELECOMMUNICATION	482124598	TELECOMMUNICATIONS		4/01/2020	48.74		
GRANITE TELECOMMUNICATION	482124598	TELECOMMUNICATIONS		4/01/2020	51.08		
GRANITE TELECOMMUNICATION	482124598	TELECOMMUNICATIONS		4/01/2020	48.74		
GRANITE TELECOMMUNICATION	482124598	TELECOMMUNICATIONS		4/01/2020	57.39		
GRANITE TELECOMMUNICATION	482124598	TELECOMMUNICATIONS		4/01/2020	62.08		
VERIZON WIRELESS	9851730907	TELECOMMUNICATIONS		4/02/2020	126.22		
VERIZON WIRELESS	9851730907	TELECOMMUNICATIONS		4/02/2020	40.01		
VERIZON WIRELESS	9851146663	TELECOMMUNICATIONS		3/23/2020	575.42		
					1,059.58 *		
CINTAS CORPORATION #143	4046430341	UNIFORM RENTAL		3/26/2020	25.20		
CINTAS CORPORATION #143	4047069374	UNIFORM RENTAL		4/02/2020	25.20		
					50.40 *		
SCOTT SWEENSON	TRAVEL AND TRAINING	TRAVEL AND TRAINING		4/14/2020	113.85		
CHARLES A. SHED	TRAVEL AND TRAINING	TRAVEL AND TRAINING		4/14/2020	41.40		
TRAVIS H. JACKSON	TRAVEL AND TRAINING	TRAVEL AND TRAINING		4/14/2020	70.15		
					225.40 *		
HANKINS SUPPLY, INC.	89107	REPAIR & MAINTENANCE SUPPLIES		3/31/2020	54.60		
JARRATT HARDWARE	2003-037757	REPAIR & MAINTENANCE SUPPLIES		3/06/2020	33.88		
JARRATT HARDWARE	2003-038437	REPAIR & MAINTENANCE SUPPLIES		3/13/2020	2.18		
JARRATT HARDWARE	2003-039749	REPAIR & MAINTENANCE SUPPLIES		3/25/2020	33.09		
USA BLUEBOOK	190365	REPAIR & MAINTENANCE SUPPLIES		3/30/2020	503.18		
B'REILLY AUTO PARTS	2269-254353	REPAIR & MAINTENANCE SUPPLIES		3/10/2020	23.38		
					650.23 *		
SADLER BROTHERS OIL	4042308	VEHICLE SUPPLIES		3/31/2020	77.97		
SADLER BROTHERS OIL	4942311	VEHICLE SUPPLIES		3/31/2020	357.01		
B'REILLY AUTO PARTS	2269-252635	VEHICLE SUPPLIES		3/02/2020	12.69		
					447.59 *		
FARM & LAWN SERVICE	01-12727	POWER EQUIPMENT SUPPLIES		3/03/2020	15.59		
					15.59 *		
					6,954.38		
					TOTAL		

DEPT # - 031000 \*\*FALLING RUN SEWAGE TREAT. PLANT\*\*

JAMES R REED & ASSOC INC	2004014	LABORATORY SERVICES		4/07/2020	342.00		
					342.00 *		
HECKLERBORG ELECTRIC COOPE	3389301802/4-20	ELECTRICAL SERVICES		4/06/2020	2,713.41		
					2,713.41 *		
TELFAGE	272804	TELECOMMUNICATIONS		4/01/2020	59.95		
					59.95 *		
JARRATT HARDWARE	2003-038136	LAB SUPPLIES		3/10/2020	7.99		
					7.99 *		
FARM & LAWN SERVICE	01-13341	REPAIR & MAINTENANCE SUPPLIES		3/24/2020	53.47		
L/O WATER SERVICE INC	3376710	REPAIR & MAINTENANCE SUPPLIES		3/26/2020	75.57		
					129.04 *		

ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 031000 \*\*FALLING RUN SEWAGE TREAT. PLANT\*\*

FROM DATE- 4/20/2020  
TO DATE- 4/20/2020

4/15/2020  
RP375  
FUND # - 002

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
WATER GUARD, INC	CHEMICALS		0276686-IN	3/26/2020	930.90
					930.90 *
				TOTAL	4,183.29
DEPT # - 032000 **THREE CREEK SEWAGE TREAT. PLANT**					
**THREE CREEK SEWAGE TREAT. PLANT**					
JAMES R REED & ASSOC INC	LABORATORY SERVICES		2004016	4/07/2020	71.00
JAMES R REED & ASSOC INC	LABORATORY SERVICES		2004017	4/07/2020	36.00
JAMES R REED & ASSOC INC	LABORATORY SERVICES		2004018	4/07/2020	1,079.00
					1,186.00 *
BENCHMARK COMMUNITY BANK	PROF. SERVICES-TIME CLOCK		EASYTIME/595909	3/12/2020	1.00
					1.00 *
RIDEOUT EQUIPMENT COMPANY	REPAIR & MAINTENANCE SERVICES		RE9323	3/23/2020	225.00
RIDEOUT EQUIPMENT COMPANY	REPAIR & MAINTENANCE SERVICES		RE9405	4/05/2020	225.00
					450.00 *
HECKLEBORG ELECTRIC CORPE	ELECTRICAL SERVICES		3883900100/4-20	4/08/2020	8,394.43
					8,394.43 *
VERIZON	TELECOMMUNICATIONS		634-6094/4-20	4/09/2020	24.95
VERIZON WIRELESS	TELECOMMUNICATIONS		9851730907	4/02/2020	40.01
VERIZON WIRELESS	TELECOMMUNICATIONS		9851146663	3/23/2020	128.55
					193.51 *
CINTAS CORPORATION #143	UNIFORM RENTAL		4047069340	4/02/2020	48.78
CINTAS CORPORATION #143	UNIFORM RENTAL		4047607076	4/09/2020	42.72
					91.50 *
BENCHMARK COMMUNITY BANK	PERMITS AND FEES		DPHR/17090/THK	3/20/2020	50.00
BENCHMARK COMMUNITY BANK	PERMITS AND FEES		DPHR/17392/HDS	3/02/2020	50.00
BENCHMARK COMMUNITY BANK	PERMITS AND FEES		DPHR/17 KEETER	3/17/2020	100.00
					200.00 *
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		2003-038127	3/10/2020	34.99
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		2003-038898	3/17/2020	40.00
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		2003-039950	3/27/2020	7.29
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		2003-040255	3/30/2020	18.98
WATER GUARD, INC	REPAIR & MAINTENANCE SUPPLIES		0276882-IN	3/31/2020	737.13
FASTERAL COMPANY	REPAIR & MAINTENANCE SUPPLIES		NCRD0151448	4/02/2020	28.76
					867.15 *
JARRATT HARDWARE	VEHICLE SUPPLIES		2003-038576	3/14/2020	33.97
SADLER BROTHERS OIL	VEHICLE SUPPLIES		4049309	3/31/2020	274.55
					308.52 *
WATER GUARD, INC	CHEMICALS		0276685-IN	3/26/2020	884.00
SLUDGE PROCESS ENHANCEMENT	CHEMICALS		2021903-6CA	4/02/2020	3,726.00
					4,610.00 *
O'REILLY AUTO PARTS	HEAVY EQUIPMENT SUPPLIES		2269-254085	3/09/2020	36.76
B & M TRUCK REPAIRS LLC	HEAVY EQUIPMENT SUPPLIES		043480	3/19/2020	1,011.67
					1,048.43 *
				TOTAL	17,350.54

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	\$\$\$ PAY \$\$\$
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CITY OF EMPORIA  
 \*\*SEWAGE SERVICES\*\*  
 CONTRACT SVCS FOR DEP:EMPORIA  
 DEPT # - 033000 \*\*SEWAGE SERVICES\*\*  
 86122/3-2020 3/31/2020 4,970.12 \*  
 4,970.12 \*  
 4,970.12 \*  
 TOTAL

DEPT # - 034000 \*\*JARRATT SEWAGE TREAT. PLANT\*\*  
 \*\*JARRATT SEWAGE TREAT. PLANT\*\*  
 JAMES R REED & ASSOC INC LABORATORY SERVICES 2004013 4/07/2020 404.00  
 404.00 \*  
 DOMINION ENERGY VIRGINIA ELECTRICAL SERVICES 3000835003/3-20 3/31/2020 1,098.87  
 1,098.87 \*  
 GRANITE TELECOMMUNICATIONS TELECOMMUNICATIONS 482124598 4/01/2020 58.69  
 58.69 \*  
 JARRATT HARDWARE REPAIR & MAINTENANCE SUPPLIES 2003-039935 3/27/2020 12.49  
 12.49 \*  
 WATER GUARD, INC REPAIR & MAINTENANCE SUPPLIES 0276882-IN 3/31/2020 737.13  
 737.13 \*  
 749.62 \*  
 855.40 \*  
 855.40 \*  
 3,166.58  
 TOTAL

DEPT # - 035000 \*\*SKIPPERS SEWAGE TREAT. PLANT\*\*  
 \*\*SKIPPERS SEWAGE TREAT. PLANT\*\*  
 JAMES R REED & ASSOC INC LABORATORY SERVICES 2004015 4/07/2020 84.00  
 84.00 \*  
 84.00  
 TOTAL

DEPT # - 061101 \*\*SKIPPERS WHTP FORCE MAIN\*\*  
 \*\*SKIPPERS WHTP FORCE MAIN\*\*  
 RALPH HEDGE CONSTRUCTION C CONSTRUCTION  
 FORCE MAIN/84 3/26/2020 227,644.70  
 227,644.70 \*  
 227,644.70  
 TOTAL

DEPT # - 061102 \*\*SKIPPERS WHTP\*\*  
 \*\*SKIPPERS WHTP\*\*  
 SLAYTON & CLARY  
 PROF. SERVICES-LEGAL 13734 3/27/2020 1,691.00  
 1,691.00 \*  
 334,061.03  
 334,061.03 \*  
 335,752.03  
 TOTAL

DEPT # - 061103 \*\*ROSS WU PUMP STATION\*\*  
 \*\*ROSS WU PUMP STATION\*\*  
 H A PHILLINGANE & SON LLC CONSTRUCTION  
 033 PS/APP05 3/30/2020 11,150.00  
 11,150.00 \*  
 11,150.00  
 TOTAL



ACCOUNTS PAYABLE CHECKS  
GREENSVILLE COUNTY WATER

FROM DATE- 4/26/2020  
TO DATE- 4/20/2020

4/15/2020

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
001	***OPERATING EXPENDITURES***	553,611.46
002		51,059,284.48
	TOTAL	1,112,875.94

Page 1

4/14/2020 FROM DATE- 4/14/2020  
 RP375 TO DATE- 4/14/2020  
 FUND # - 001 \*\*\*OPERATING EXPENDITURES\*\*\*

ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 021000 \*\*WATER PURCHASE\*\*

[illegible]

DEF 5 - 02100 MATERIAL PURCHASE\*\*

WATER PURCHASE\*\*  
NORTHAMPTON COUNTY PUBLIC WATER PURCHASE: NORTHAMPTON  
NORTHAMPTON COUNTY PUBLIC WATER PURCHASE: NORTHAMPTON

21065227/4-2020	3/31/2020	4/14/2020	869.50
43003548/4-2020	3/31/2020	4/14/2020	37.40
			906.90
		TOTAL	906.90

FUND TOTAL 906.90



ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 033000 \*\*SEWAGE SERVICES\*\*

FROM DATE- 4/14/2020  
TO DATE- 4/14/2020

4/14/2020  
#375  
FUND # - 002

DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	\$\$\$	PAY \$\$\$
DEPT # - 033000 **SEWAGE SERVICES**						

DEPT # - 033000 \*\*SEWAGE SERVICES\*\*

\*\*SEWAGE SERVICES\*\*  
NORTHAMPTON COUNTY PUBLIC CONTRACTUAL SERVICES-REST

21006227/4-2020	3/31/2020	4/14/2020	890.50	
			890.50	
			890.50	

TOTAL

FUND TOTAL

TOTAL DUE

1,797.40

Signed Quinn Whitley Title Finance Manager Date 4/15/20

ACCOUNTS PAYABLE CHECKS  
GREENSVILLE COUNTY WATER

FROM DATE- 4/14/2020  
TO DATE- 4/14/2020

4/14/2020

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
001	***OPERATING EXPENDITURES***	\$206.90
002		\$890.50
	TOTAL	1,797.40

ACCOUNTS PAYABLE LIST  
GREENSVILLE COUNTY WATER  
DEPT # - 070000 \*\*ADMINISTRATION-PH II INTEREST\*\*

4/14/2020 FROM DATE- 4/19/2020  
AP375 TO DATE- 4/19/2020  
FUND # - 001 \*\*OPERATING EXPENDITURES\*\*

VENOR NAME	CHANGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PUR DATE	CHECK DATE	\$\$\$ PAY \$\$\$
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DEPT # - 070000 \*\*ADMINISTRATION-PH II INTEREST\*\*

\*\*\*\*\*  
\*\*ADMINISTRATION-PH II INTEREST\*\*  
INTEREST ON PHASE II

00101411/3-2020	3/31/2020	4/19/2020	8,341.06
TOTAL			8,341.06

FUND TOTAL	8,341.06
TOTAL DUE	8,341.06

Signed Devin Whaley Title Finance Manager Date 4/15/20

4/14/2020 FROM DATE- 4/15/2020  
TO DATE- 4/19/2020

4/14/2020

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
001	***OPERATING EXPENDITURES***	58,341.06
	TOTAL	8,341.06

ACCOUNTS PAYABLE LIST  
GREENSVILLE CO RES AUTH  
DEPT # - 077000 \*\*RESERVOIR/INTER. PUMP STATION\*\*

4/14/2020 FROM DATE- 4/20/2020  
AP375 TO DATE- 4/20/2020  
FUND # - 001 \*\*\*EXPENDITURES\*\*\*

VENOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	CHECK DATE	\$\$\$ PAY \$\$\$
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DEPT # - 077000 \*\*RESERVOIR/INTER. PUMP STATION\*\*

SLAYTON & CLARY  
\*\*RESERVOIR/INTER. PUMP STATION\*\*  
PROP. SERVICES:LEGAL

13734	3/27/2020	4/20/2020	152.00
TOTAL			152.00 *
			152.00

DEPT # - 078000 \*\*RRAN WATER MAINS\*\*

SLAYTON & CLARY  
\*\*RRAN WATER MAINS\*\*  
LEGAL/LAND ACQUISITION

13734	3/27/2020	4/20/2020	57.00
TOTAL			57.00 *
			57.00

FUND TOTAL

209.00

TOTAL DUE

209.00

Signed Debra Whitley Title Finance Manager Date 4/15/20

4/14/2020

FROM DATE- 4/20/2020  
TO DATE- 4/20/2020

ACCOUNTS PAYABLE CHECKS  
GREENSVILLE CO WAS AUTH

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
001	***EXPENDITURES***	\$209.00
	TOTAL	209.00

**RESOLUTION #WS-20-40  
MAMAC WASTEWATER CONSTRUCTION PROJECT  
PURCHASE AGREEMENT - WETLAND MITIGATION CREDITS**

**WHEREAS**, construction of the new sewer line will impact 0.12 acres of wetlands; and

**WHEREAS**, the Virginia Department of Environment Quality requires GCWSA purchase 0.24 acres of wetland mitigation credits; and

**WHEREAS**, GCWSA procured the wetland mitigation credits from White Marsh Environmental, LLC in the amount of \$16,500; and

**WHEREAS**, the wetland credits purchase will utilize contingency funds that are already included in the approved project budget.

**IT IS, THEREFORE, HEARBY RESOLVED** By the GCWSA Board of Directors:

1. The contract with White Marsh Environmental, LLC in the amount of \$16,500 is hereby accepted; and
2. The GCWSA Director is authorized to execute the agreement, pending the GCWSA Attorney's review and approval.

**ADOPTED** this 20<sup>th</sup> day of April 2020.

VOTING AYE

VOTING NAY

ABSENT/ABSTAIN

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned hereby certifies that the foregoing is an accurate account of the vote taken at a duly convened meeting of the Board of Directors of Greenville County Water & Sewer Authority on the 20<sup>th</sup> day of April 2020, at which a quorum was present at the time the meeting was convened and at the time, said vote was taken.

\_\_\_\_\_  
Clerk

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated as of **April 9, 2020** is made by and between **WHITE MARSH ENVIRONMENTAL, LLC**, a Virginia limited liability company ("Seller"), and **Greensville County Water and Sewer Authority** ("Purchaser").

### **RECITALS:**

1. Seller owns certain rights in and to certain real property consisting of approximately 927+- acres located in Surry County, Virginia (the "Property"). The United States Army Corps of Engineers ("USACE") and the Virginia Department of Environmental Quality ("DEQ") have authorized the operation of the White Marsh Environmental Bank (USACE #NAO-2007-2222) on the Property (the "Bank") and the sale of wetlands mitigation credits in the Bank to third parties to mitigate impacts on wetlands and other waters of the United States.

2. Pursuant to USACE Permit No. **NAO-2013-00474** and DEQ Permit No. **N/A** (collectively, the "Permits"), USACE and DEQ have approved the unavoidable impact to certain waters of the United States, drainage ways and riparian buffers at the project site described in the Permits (the "Project") upon the condition that Purchaser acquire **0.24** acres of wetlands mitigation credits (the "Bank Credits") in the Bank (the "Mitigation Obligation").

3. Purchaser wishes to purchase and Seller wishes to sell on the terms set forth in this Agreement the Bank Credits for the purpose of satisfying the Mitigation Obligation.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Agreement to Sell and to Purchase.** Seller shall sell to Purchaser, and Purchaser shall buy from Seller, the Bank Credits for the purpose of satisfying the Mitigation Obligation.

2. **Purchase Price.** In consideration of Seller entering into this Agreement, Purchaser shall pay to Seller the sum of **Fifteen Thousand Six Hundred** and 00/100 Dollars (**\$15,600.00**) as follows: (a) N/A (\$N/A) upon the full execution of this Agreement by all of the parties hereto as an earnest money deposit (the "Deposit"), and (b) **Fifteen Thousand Six Hundred** and 00/100 Dollars (**\$15,600.00**) at Closing by County check, certified or cashier's check or wired funds.

3. **Deposit.** The full amount of the Deposit shall be applied toward the Purchase Price at Closing; returned to Purchaser in the event that Seller defaults; or disbursed to Seller in the event of Purchaser's default.



4. Closing.

(a) Date and Location. Closing under this Agreement ("Closing") shall occur upon Seller's receipt of the Purchase Price ("Closing Date"). Closing shall occur at Seller's attorney's office in N/A, Virginia, or at such other place as Purchaser and Seller may agree.

(b) Deliveries at Closing. At Closing, Seller shall (i) execute and deliver to Purchaser an Affidavit of Credit Sale in the form attached hereto as Exhibit A (the "Affidavit"), and (b) execute and deliver to Purchaser a Bill of Sale in the form attached hereto as Exhibit B. At Closing, Purchaser shall pay the Purchase Price to Seller.

(c) Delivery to USACE and DEQ. Promptly following closing, Seller shall provide USACE and/or DEQ with an original, executed Affidavit.

(d) Closing Costs. Seller shall pay the cost of preparing the Bill of Sale and Affidavit, and Seller's attorney's fees. Purchaser shall pay Purchaser's attorney's fees and other costs of Closing, if any.

5. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties:

(a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller and is enforceable in accordance with its terms.

(b) Reservation of Mitigation Capacity. During the period beginning on the date of execution of this Agreement and ending upon the earlier of (i) Closing or (ii) termination of this Agreement, Seller will not sell wetlands mitigation credits in the Bank that would cause the remaining credits to be insufficient for the purpose of satisfying Seller's obligations under this Agreement.

(c) Compliance with Laws. Seller will comply with all applicable laws and regulations relating to the sale of the Bank Credits to Purchaser.

6. Purchaser's Representations and Warranties. Purchaser hereby makes the following representations and warranties as of the date of this Agreement.

(a) Authorization, Execution and Delivery. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Purchaser, constitutes the valid and binding agreement of the Purchaser and is enforceable in accordance with its terms.

(b) Reliance. In entering into this Agreement, Purchaser has not been induced by, and has not relied upon, any representations, warranties or statements, whether express or implied, made by the Seller or any agent, employee or other representative of the Seller, which are not expressly set forth herein.

7. Default.

(a) By Purchaser. If Purchaser defaults in performing any of Purchaser's obligations under this Agreement, and if such default continues for a period of ten (10) days after Seller has provided written notice to Purchaser of such default, Seller shall be entitled to exercise all remedies available to it under Virginia law.

(b) By Seller. If Seller defaults in performing any of Seller's obligations under this Agreement, and such default continues for a period of ten (10) days after Purchaser has provided written notice to Seller of such default, Purchaser shall be entitled to exercise all remedies available to it under Virginia law.

(c) Attorneys' Fees. In the event of any litigation between Seller and Purchaser, each party shall be responsible for paying its costs incurred in such litigation, including attorney's fees and costs, and Court costs.

8. Effect of Condemnation, Regulatory Action or Unavoidable Delays.

(a) Condemnation. If the Property or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and as a result Seller will be unable to sell the Bank Credits to Purchaser at Closing as specified in this Agreement, then Seller may terminate this Agreement by providing written notice to Purchaser at any time prior to Closing. If Seller elects to terminate this Agreement as provided in this subparagraph, the Purchase Price shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(b) Regulatory Action.

(i) If Seller is unable to sell the Bank Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, Seller shall challenge the decision of such regulatory agency if the basis for the agency's denial results from an action, or failure to act, by Seller.

(ii) If prior to Closing Purchaser is prevented by any regulatory agency from satisfying the Mitigation Obligation by purchasing the Bank Credits as provided in this Agreement, or if Purchaser's mitigation plan is not approved by the USACE or DEQ, as may be required, Purchaser shall challenge the decision of such regulatory agency if the basis for the agency's denial results from an action, or failure to act, by Purchaser.

9. Indemnities.

(a) Seller's Indemnities. Seller shall indemnify, defend and hold harmless Purchaser and Purchaser's authorized successors and assigns from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Seller's breach of the representations and warranties contained in Paragraph 5.

White Marsh Environmental, LLC  
320 C Charles Dimmock Parkway, Suite 1  
Colonial Heights, Virginia 23834-0727

(b) Survival. The indemnity provisions of this Paragraph shall survive Closing and termination of this Agreement for a period of three (3) years after the date of this Agreement.

10. Notices. Each notice, request, demand or other communication hereunder will be in writing and will be deemed to have been duly given (i) when delivered by hand, or (ii) three (3) business days after deposit in United States certified or registered mail, postage pre-paid, return receipt requested, or (iii) one (1) business day after delivery to a recognized overnight courier service, in each case addressed to the parties at the following addresses:

If to Seller: White Marsh Environmental, LLC  
ATTN: Nick Walker  
320 C Charles Dimmock Parkway  
Suite 1  
Colonial Heights, Virginia 23834-0727

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Purchaser: **Greensville County Water and Sewer Authority**  
**ATTN: Mr. Glen Gibson**  
**1781 Greensville County Circle**  
**Emporia, VA 23847**

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party shall have the right to change its address by providing the other party with at least ten (10) days prior written notice of the change.

11. Brokers. Each party hereunder represents and warrants that, except for the "Broker" identified below, if any, it did not consult or deal with any broker or agent with regard to this Agreement or the transactions contemplated hereby. Seller shall pay a commission to N/A ("Broker") if and when Closing occurs equal to N/A percent (N/A%) of the Purchase Price.

12. Entire Agreement and Modifications. There are no other agreements or understandings, written or oral, between the parties regarding this Agreement or the subject matter hereof. This Agreement shall not be modified or amended except by a written document executed by both parties to this Agreement.

13. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and the parties agree that the Circuit Court for Greensville County, Virginia, shall be the exclusive venue in the event of any such litigation.

14. Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state and local laws, regulations and restrictions in the conduct of their obligations under this Agreement.

15. Severability. The provisions of this Agreement shall be deemed severable and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

16. Binding Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Any proposed assignment shall be subject to the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement.

Signatures on following page:

White Marsh Environmental, LLC  
320 C Charles Dimmock Parkway, Suite 1  
Colonial Heights, Virginia 23834-0727

WITNESS the following signatures:

SELLER:

WHITE MARSH ENVIRONMENTAL, LLC, a  
Virginia limited liability company

By: \_\_\_\_\_  
Manager

TIN: 26-0429356

PURCHASER:

Greensville County Water and Sewer  
Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TIN: \_\_\_\_\_

EXHIBITS

Exhibit A - Affidavit of Credit Sale

Exhibit B - Bill of Sale

**Exhibit A**

**WHITE MARSH ENVIRONMENTAL BANK**

**AFFIDAVIT OF CREDIT SALE**

**WHITE MARSH ENVIRONMENTAL, LLC**, a Virginia limited liability company (the "Company"), hereby certifies the following:

1. Pursuant to that certain Purchase and Sale Agreement dated April 9, 2020 (the "Agreement"), between the Company (as Seller) and Greensville County Water and Sewer Authority ("Purchaser"), the Company, for the benefit of the Purchaser, agreed to sell 0.24 acres of Wetlands Mitigation Credits (the "Bank Credits") to Purchaser;

2. The Company and the Purchaser, as of the date hereof, have closed the transaction contemplated by the Agreement and the Company has sold to Purchaser 0.24 acres of Wetlands Mitigation Credits.

WITNESS the following signature:

WHITE MARSH ENVIRONMENTAL, LLC, a Virginia  
limited liability company

By: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, Manager, on behalf of White Marsh Environmental, LLC, a Virginia limited liability company.

My commission expires: \_\_\_\_\_ City/County of: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

USACE Permit #: NAO-2013-00474  
DEQ Permit #: N/A  
Permittee: Greensville County Water and Sewer Authority  
Project Reference: MaMaC Wastewater Collection Line  
Wetlands Mitigation Credits: 0.24 credit/acres

**Exhibit B**

**WHITE MARSH ENVIRONMENTAL BANK**

**BILL OF SALE**

**BILL OF SALE**, made as of **April**, **2020**, by **WHITE MARSH ENVIRONMENTAL, LLC**, a Virginia limited liability company ("Seller"), **Greensville County Water and Sewer Authority** ("Purchaser").

**WHEREAS**, Seller and Purchaser have entered into that certain Purchase and Sale Agreement as of **April 9, 2020** (the "Purchase Agreement"), with respect to the sale by the Seller and purchase by the Purchaser of wetlands mitigation credits (the "Bank Credits") held in Seller's White Marsh Environmental Bank in Surry County, Virginia.

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers and sets over to Purchaser, its successors and assigns, **0.24** acres of Wetland Bank Credits as such are described in the Purchase Agreement.

**TO HAVE AND TO HOLD** all such Bank Credits hereby sold and transferred to Buyer and its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the date first above written.

**WHITE MARSH ENVIRONMENTAL, LLC, a  
Virginia limited liability company**

By: \_\_\_\_\_  
Manager